

# **EXHIBIT A**

**KIRTLAND & PACKARD LLP**  
L A W   O F F I C E S

MARTI F. CLARK, LEGAL ASSISTANT  
mfc@KirtlandPackard.com

November 13, 2015

Sent Via Certified Return Receipt

DraftKings Inc.  
c/o National Registered Agents, Inc.  
160 Greentree Dr., Suite 101  
Dover, DE 19904

Re: David Coleman v. DraftKings Inc.  
LASC Case No.: BC600787  
Our File No.: 2524-2

Dear Sir/Madam:

Pursuant to California Civil Code of Procedure § 415.40, which states in pertinent part that a summons may be served outside of the state of California "by first-class mail, postage prepaid, requiring a return receipt." DraftKings Inc., is hereby served with the following documents: Summons, Complaint, Civil Cover Sheet and Addendum, Notice of Case Assignment and ADR Information Packet.

Please refer this matter to DraftKings Inc.'s attorneys.

Very truly yours,



Marti F. Clark, Assistant to  
MICHAEL LOUIS KELLY

/mfc  
Enclosures

02524-00002 169095.01

Reply to Los Angeles Office

LOS ANGELES 2041 Rosecrans Avenue, Third Floor • El Segundo, California 90245 • 310 536 1000 V • 310 536 1001 F  
SAN FRANCISCO 101 California Street, Suite 2450 • San Francisco, California 94111 • 415 946 8946 V • 415 946 8801 F

# SUMMONS (CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT: DRAFTKINGS INC., a Delaware  
(AVISO AL DEMANDADO): Corporation, and DOES 1-100,  
inclusive,

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

NOV 12 2015

Sherri H. Carter, Executive Officer/Clerk  
By: Ishayla Chambers, Deputy

YOU ARE BEING SUED BY PLAINTIFF: DAVID COLEMAN,  
(LO ESTÁ DEMANDANDO EL DEMANDANTE): individually and on  
behalf of all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en este corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte lo podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA  
111 N. Hill Street

CASE NUMBER:  
(Número del caso):

BC600787

Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Michael Louis Kelly  
KIRTLAND & PACKARD LLP  
2041 Rosecrans Avenue  
El Segundo, CA 90245

(310) 536-1000 (310) 536-1001

DATE:

(Fecha)

Clerk, by

(Secretario)

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): DraftKings Inc.

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

- ☐ by personal delivery on (date):

Page 1 of 1

Form Adopted for Mandatory Use  
Judicial Council of California  
SUM-100 (Rev. July 1, 2009)

SUMMONS

Legal  
Solutions  
& Plus

Code of Civil Procedure §§ 412.20, 465

2524-2

1 Michael Louis Kelly – State Bar No. 82063  
2 Behram V. Parekh – State Bar No. 180361  
3 Heather Baker Dobbs – State Bar No. 261303  
4 **KIRTLAND & PACKARD LLP**  
5 2041 Rosecrans Avenue, Third Floor  
6 El Segundo, California 90245  
7 Telephone 310.536.1000  
8 Facsimile: 310.536.1001

9 *Attorneys for Plaintiff David Coleman*  
10 *and all others similarly situated*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

13 DAVID COLEMAN, individually and on  
14 behalf of all others similarly situated,

15 Plaintiffs,

16 v.

17 DRAFTKINGS INC., a Delaware  
18 Corporation, and DOES 1-100, inclusive,  
19 Defendant.

20 CASE NO. **BC 6 0 0 7 8 7**

21 **CLASS ACTION**  
22 **COMPLAINT FOR:**

- 23 1. UNFAIR COMPETITION IN
- 24 VIOLATION OF BUSINESS AND
- 25 PROFESSIONS CODE §17200, *et seq.*
- 26 2. FALSE AND MISLEADING
- 27 ADVERTISING IN VIOLATION OF
- 28 BUSINESS AND PROFESSIONS CODE
- §17500, *et seq.*
3. VIOLATION OF CALIFORNIA CIVIL
- CODE §1750, *et seq.* (Consumer Legal
- Remedies Act)
4. BREACH OF CONTRACT
5. UNJUST ENRICHMENT

**DEMAND FOR JURY TRIAL**

**COMPLAINT**

**CONFORMED COPY**  
**ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

NOV 12 2015

Shiori H. ... Legislative Office/Clerk  
By:  Deputy  
Ishayla Chambers

**NATURE OF COMPLAINT**

Plaintiff David Coleman (hereafter "Plaintiff") brings this class action on behalf of himself and all others similarly situated (hereafter "the Class" or "Class members") against DraftKings Inc. and DOES 1-100 (collectively "DraftKings" and/or "Defendant"), as a result of the unlawful practices with regard to Defendant's misleading ads used in the recruitment of new participants. This Complaint challenges the deceptive nature of one aspect of Defendant's recruitment efforts. Specifically, Defendant's misleading promises that upon an initial deposit, Defendant will provide a "100% First-Time Deposit Bonus" up to \$600 on a specific initial deposit by a new participant on Defendant's daily fantasy sports website. Plaintiff, on behalf of himself and the Class seeks to obtain injunctive relief, restitution, and all damages available against Defendant under each respective cause of action as alleged herein. Plaintiff makes the following allegations upon information and belief, except as to their own actions, the investigation of their counsel, and the facts that are a matter of public record.

1. DraftKings is a fantasy sports website that permits individuals to play one-day fantasy sports contests. To begin playing on DraftKings, each participant is required to make a deposit and create a DraftKings account. Thereafter, the participant can deposit money to pay applicable entry fees to partake in daily fantasy sports games. At the end of the sports day, the winner of each fantasy contest is then awarded prize money, which is deposited into their DraftKings' account where the participant can instantly withdraw their winnings.

2. DraftKings takes a certain percentage of each overall pot for each fantasy sports game as a fee for hosting the fantasy game. Since DraftKings fancies its fantasy sports games as a game of skill, it is not considered gambling. DraftKings is also in intense competition with several competitors to create market share for its games and aggressively markets on NFL games, sports television, sports radio and sports websites.

3. As part of its promotion, DraftKings has continuously advertised on multiple websites and television commercials that when you set up an account on DraftKings and make an initial deposit, DraftKings will match "100%" of a first time deposit up to \$600 for all new

1 participants without any limitations, or alternatively, DraftKings will match a specific dollar  
2 amount based on the amount of the initial deposit.

3 4. Various DraftKings' advertisements and commercials have advertised the  
4 following:

- 5 a. "Promo CAFÉ for 100% up to \$600;"
- 6 b. "100% Bonus up to \$600;"
- 7 c. "Deposit now & get free entry to a paid football Contest! Plus receive a 100%  
8 first-time deposit bonus;" and
- 9 d. "Deposit today and DraftKings will match you dollar for dollar"

10 5. There are additional DraftKings television and radio advertisements that use  
11 different language to promote the same promise of a "100% Bonus." Similarly, there are other  
12 advertisements where DraftKings asserts it will match a certain dollar amount for a specific  
13 initial deposit. For instance, if a participant puts down an initial deposit of \$25, that person  
14 would receive a bonus of \$25 for free match as a "EXCLUSIVE LIMITED-TIME OFFER 100%  
15 DEPOSIT BONUS."

16 6. However, this is untrue. Indeed, DraftKings falsely represents, does not  
17 adequately disclose, and omits that the "EXCLUSIVE LIMITED-TIME OFFER 100%  
18 DEPOSIT BONUS," is not a "dollar for dollar" match, but is based on a very intricate formula.  
19 DraftKings releases the "100% bonus" in increments - \$1 for every 100 Frequent Player Points  
20 (hereafter "FPP") earned – so if a participant was given a \$200 bonus, they would need to accrue  
21 20,000 FPPs to receive the promised "100% bonus." According to DraftKings "Frequently  
22 Asked Questions," FPPs are "points you earn upon the start of every paid contest you enter on  
23 DraftKings.com, whether you win or lose. FPPs awarded vary per contest type (displayed on the  
24 Draft page) and are not earned for playing in FREE ENTRY games. The more contests you join  
25 and money you spend, the more FPPs you earn."<sup>1</sup>

26 7. Accordingly, the participant does not receive a single dollar for making an initial

27 <sup>1</sup> <https://www.draftkings.com/help/faq>

1 deposit. Instead, not only does the participant need to spend their deposit money, they will also  
2 likely have to spend more money in order to receive the promised "100% Bonus." Furthermore,  
3 because DraftKings controls the amount of FPP that a participant may earn for a particular  
4 fantasy game, they have an incentive to limit the FPPs in order to induce the participant to  
5 deposit more money into their DraftKings' account.

6 8. Plaintiff David Coleman put down \$25 in September 2015 and was promised,  
7 based on misleading advertising, a match of \$25. Instead, DraftKings did not match his initial  
8 deposit with \$25; rather they required him to earn 2500 FPP through more daily fantasy game  
9 play that requires him to pay more money.

10 9. Defendant's promotions violate Cal. Bus. & Prof. Code § 17200, *et seq.*, Cal. Bus.  
11 & Prof. Code § 17500, *et seq.* and Cal. Civ. Code § 1750, *et seq.* because under those statutes  
12 deceptive acts or practices in the conduct of any business, trade or commerce, and false  
13 advertising in the conduct of any business, trade or commerce or in the furnishing of any service,  
14 is unlawful.

15 10. Defendant's advertisements also become part of the contract between the Plaintiff  
16 and Class and the Defendant, which the Defendant breached by non-performance.

#### 17 PARTIES

18 11. At all times relevant hereto, Plaintiff is a Los Angeles County, California resident  
19 who seeks to represent a California class for all citizens who paid an initial deposit to compete in  
20 any DraftKings fantasy games and did not receive the promised "100% Bonus" deposit match.  
21 Plaintiff's deposit was over the internet while in California from an entity in Massachusetts.  
22 Prior to Plaintiff's deposit onto DraftKings' website, Plaintiff relied upon the advertising and  
23 other promotional material, which were prepared and approved by DraftKings and their agents  
24 and disseminated through national advertising media, containing the misrepresentations alleged  
25 herein, which were designed to encourage participants to play in DraftKings 'daily fantasy  
26 games.'

27 12. Defendant DraftKings Inc. is a corporation organized and existing under the laws



1 of the State of Delaware, with a principal place of business located in Boston, Massachusetts.  
 2 DraftKings, Inc. conducts its business through its internet site (www.DraftKings.com) in  
 3 California and throughout the Nation.

4 13. Plaintiff does not know the true names or capacities of the persons or entities sued  
 5 herein as DOES 1-100, inclusive, and therefore sues such Defendant by such fictitious names.  
 6 Plaintiff is informed and believes, and upon such information and belief alleges, that each of the  
 7 DOE Defendant is in some manner legally responsible for the damages suffered by Plaintiff and  
 8 the Class as alleged herein. Plaintiff will amend this Complaint to set forth the true names and  
 9 capacities of these Defendant when they have been ascertained, along with appropriate charging  
 10 allegations, as may be necessary.

11 14. At all times herein mentioned, Defendant, and each of them, were the agents,  
 12 principals, servants, employees, and subsidiaries of each of the remaining Defendant, and were at  
 13 all times acting within the purpose and scope of such agency, service, and employment, and  
 14 directed, consented, ratified, permitted, encouraged, and approved the acts of each remaining  
 15 Defendant.

#### 16 JURISDICTION AND VENUE

17 15. This Court has jurisdiction over all causes of action asserted herein under the  
 18 California Constitution.

19 16. Venue is proper in this County pursuant to California Civil Code § 1780(d)  
 20 because Defendant does business here.

21 17. Venue is proper in this District pursuant to Los Angeles County Superior Court  
 22 Rule 2.3(a)(1)(A) because this is a class action.

23 18. Out-of-state participants can be brought before this Court pursuant to California's  
 24 "long-arm" jurisdictional statute.

#### 25 FACTUAL ALLEGATIONS

26 19. DraftKings is a company that maintains a daily fantasy sports website that permits



1 individuals to play one-day fantasy sports competitions against other players on the same  
2 website. Fans pay an entry fee to a website – from as little as \$1 to \$1000 – with prize pools that  
3 can pay as much as \$1 million to the winner. In order to participate in the daily fantasy sports  
4 contests, players on DraftKings are required to create an account, deposit money in it, and then  
5 use that money to pay entry fees into each game (where FPPs are given). At the end of each day,  
6 winners of each fantasy sports contest are awarded prize money, which is credited to the  
7 individual player's account.

8 20. DraftKings takes a certain percentage of the total pot in each daily fantasy sports  
9 contests as a fee for hosting the fantasy game.

10 21. DraftKings advertises and markets itself as a game of skill and strategy rather  
11 than luck, therefore avoiding gambling industry regulations.

12 22. DraftKings has spent millions of dollars to advertise its daily fantasy games and  
13 its "\$1 million dollar" payout. Similarly, these millions of dollars spent to capture larger pools  
14 of DraftKings' participants went to ensure participants were misled and ultimately duped by  
15 DraftKings.

16 23. In particular, DraftKings offers to new participants a "100% Bonus" match of an  
17 initial deposit up to \$600. These bonuses, however, are not immediately available and come  
18 with numerous terms and conditions that are not fully disclosed until after the participant has  
19 paid an initial deposit or are unreasonably hidden in links and legalese. Instead, a participant  
20 will be barred from receiving the bonus until they have spent substantially more money and  
21 earned the appropriate amount of FPPs.

22 24. DraftKings' misleading "100% Bonus" promotion led Plaintiff and the Class to  
23 believe that DraftKings would honor their dollar for dollar match, and in reliance thereon,  
24 decided to make an initial deposit on DraftKings' website. As a result, Plaintiff was damaged  
25 because he made a \$100 deposit anticipating an immediate "100% Bonus" and therefore have  
26 \$200 to use on DraftKings' website, but in fact, he did not experience any of DraftKings'  
27 promised dollar for dollar match.

1           25.     DraftKings' misrepresentations regarding the "100% Bonus" of an initial deposit  
2 up to \$600 was designed to, and did, lead Plaintiff and the Class to believe that DraftKings  
3 would honor their promise of matching the deposit dollar for dollar. Furthermore, Plaintiff and  
4 the Class would deposited less money or would have never signed up to play, but for  
5 DraftKings' misleading advertising and representations.

6           26.     Plaintiff brings this lawsuit to enjoin the ongoing deception of thousands of  
7 California consumers by DraftKings, and to recover the monetary gains taken by this unlawful  
8 practice alleged herein.

9 **DraftKings' Unconscionable Terms of Use**

10           27.     In order for Plaintiff and the Class to become a player on DraftKings, they must  
11 complete the registration process by checking a box indicating an agreement to DraftKings'  
12 Terms of Use otherwise they will not be able to participate in DraftKings' daily fantasy contests.

13           28.     Furthermore, DraftKings has the unilateral ability to modify its Terms of Use,  
14 which provide DraftKings with the right to "amend [the] Terms of Use at any time and without  
15 notice, and it is [Plaintiff's and the Class member's] responsibility to review these Terms of Use  
16 for any changes. If [Plaintiff and the Class] continue to use the Services after [DraftKings]  
17 change the Terms of Use, [Plaintiff and the Class] accept all changes." Plaintiff and the Class  
18 are not empowered to accept or reject any changes to DraftKings' Terms of Use. Instead, they  
19 must submit themselves to DraftKings' unbound control.

20           29.     The Terms of Use also provides:

- 21           a.     "DraftKings reserves the right, in its sole and absolute discretion, to deny
- 22                 any contestant the ability to participate in head-to-head contests for any
- 23                 reason whatsoever."
- 24           b.     DraftKings further "reserve[s] the right to cancel Contests at any time."
- 25           c.     DraftKings may "without prior notice, immediately revoke any or all of
- 26                 [Plaintiff's and the Class member's] rights granted hereunder."

27           30.     DraftKings' Terms of Use creates a one-sided contract of adhesion and does not

1 constitute a bargained for, mutual agreement between both parties. Moreover, the Terms of Use  
 2 also waive arbitrations, class-action litigation, and forum selection clauses for all players and are  
 3 therefore illusory, oppressive, unconscionable and unenforceable.

#### 4 **CLASS ACTION ALLEGATIONS**

5 31. Plaintiff brings this action individually and on behalf of the Class and seeks to  
 6 represent:

7 All persons within California who made a deposit into a DraftKings  
 8 account anticipating an immediate full "100% Bonus" or a partial dollar  
 9 for dollar match based on the initial deposit, but did not receive the full or  
 10 partial match as advertised by DraftKings within the four years prior to  
 11 the filing of this Complaint.

12 32. Excluded from the Class are Defendant's; officers, directors, and employees of  
 13 Defendant; any entity in which Defendant has a controlling interest; the affiliates, legal  
 14 representatives, attorneys, heirs, and assigns of the Defendant; and any Judge who is assigned to  
 15 this case.

16 33. Numerosity: The proposed Class is so numerous that individual joinders of all its  
 17 members are impracticable. Due to the nature of the trade and commerce involved, Plaintiff  
 18 believes that the total number of Class members is at least in the thousands and that members of  
 19 the Class are numerous and geographically dispersed across California. While the exact number  
 20 and identities of the Class members are unknown at this time, such information can be  
 21 ascertained through appropriate investigation and discovery. The disposition of the claims of the  
 22 Class members in a single class action will provide substantial benefits to all parties and to the  
 23 Court.

24 34. Common Questions of Law and Fact Predominate: There are many questions  
 25 of law and fact common to the representative Plaintiff and the Class, and those questions  
 26 substantially predominate over any questions that may affect individual Class members. The  
 27 common questions of fact and law include, but are not limited to, the following:

28 a. Whether Defendant's conduct is an unlawful business act or practice within the

1 meaning of Cal. Bus. & Prof. Code § 17200, *et seq.*

2 b. Whether Defendant's conduct is a fraudulent business act or practice within the  
3 meaning of Cal. Bus. & Prof. Code § 17200, *et seq.*;

4 c. Whether Defendant's advertising is untrue or misleading within the meaning of Cal.  
5 Bus. & Prof. Code § 17500, *et seq.*;

6 d. Whether Defendant made false and/or misleading representations in their advertising;

7 e. Whether Defendant knew or should have known that the "100% Bonus" match  
8 advertisements were false;

9 f. Whether Defendant's purported "100% Bonus" match or partial dollar for dollar  
10 match based on the initial deposit has characteristics, benefits, uses, or quantities  
11 which it does not have;

12 g. Whether Defendant breached its contract with Plaintiff and Class;

13 h. Whether Defendant was unjustly enriched by its deceptive practices;

14 i. Whether the Plaintiff and the Class are entitled to monetary relief under applicable  
15 California laws;

16 j. Whether the Plaintiff and the Class are entitled to injunctive relief under California  
17 laws;

18 k. Whether the Defendant's conduct constitutes a breach of contract entitling the Plaintiff  
19 and the Class to monetary relief.

20 35. **Typicality:** Plaintiff's claims are typical of the claims of the members of the  
21 Class. Plaintiff and the Class have been similarly affected by Defendant's conduct since Plaintiff  
22 and each Class member are consumers that deposited money into a DraftKings' account and  
23 failed to receive the purported bonus match, as described herein. Plaintiff and the Class are  
24 entitled to relief under the same causes of actions.

25 36. **Adequacy of Representation:** Plaintiff will fairly and adequately represent and  
26 protect the interests of the Class. Plaintiff has retained counsel with substantial experience in

1 handling complex class action litigation. Plaintiff and his counsel are committed to prosecuting  
 2 this Action vigorously on behalf of the Class and have the financial resources to do so.

3       **37. Superiority of Class Action:** Plaintiff and the Class have suffered, and will  
 4 continue to suffer, harm as a result of Defendant's unlawful and wrongful conduct. A class  
 5 action is superior to other available methods for the fair and efficient adjudication of the present  
 6 controversy. Class members have little interest in individually controlling the prosecution of  
 7 separate actions because the individual damage claims of each Class member are not substantial  
 8 enough to warrant individual filings. In sum, for many, if not most, Class members, a class  
 9 action is the only feasible mechanism that will allow an opportunity for legal redress and justice.

10       **38.** Adjudication of individual Class members' claims with respect to Defendant  
 11 would, as a practical matter, be dispositive of the interests of other members not parties to the  
 12 adjudication, and could substantially impair or impede the ability of other Class members to  
 13 protect their interests.

#### 14                                   **FIRST CAUSE OF ACTION**

#### 15                                   **Business and Professions Code § 17200, et seq.**

#### 16                                   **(Violation of the Unfair Competition Law)**

#### 17                                   **(By Plaintiff and the Class Against Defendant)**

18       **39.** Plaintiff hereby incorporates paragraphs 1-38 above as if set forth in full.

19       **40.** California Business and Professions Code § 17200 et seq. (the "Unfair  
 20 Competition Law" or "UCL") authorizes private lawsuits to enjoin acts of "unfair competition,"  
 21 which include any unlawful or unfair business practice.

22       **41.** The UCL imposes strict liability. Plaintiff need not prove Defendant intentionally  
 23 or negligently engaged in unlawful or unfair business practices — but only that such practices  
 24 occurred. Further, in order to prevail on this cause of action, it is not necessary for Plaintiff to  
 25 show that Defendant acted with intent or malice, nor is it necessary for Plaintiff to show  
 26 Defendant's knowledge or scienter related to the false or misleading nature of Defendant' claims.

1           42. Defendant, as described herein, has engaged in material misrepresentations,  
2 concealment, and non-disclosures as part of its marketing and advertising, that was deceptive  
3 and/or misleading in that it objectively misled an average consumer, such as Plaintiff, and the  
4 Class, that they would receive their entire deposit bonus upon registering a DraftKings' account  
5 and initial deposit up to \$600.

6           43. In carrying out such marketing, Defendant has violated the Consumer Legal  
7 Remedies Act, the False Advertising Law, and various other laws, regulations, statutes, and/or  
8 common law duties. Defendant's business practices alleged herein, therefore, are unlawful  
9 within the meaning of the UCL.

10           44. The harm to Plaintiff and members of the public outweighs the utility of  
11 Defendant's practices and, consequently, Defendant's practices, as set forth herein, constitute an  
12 unfair business act or practice within the meaning of the UCL.

13           45. Defendant's practices are additionally unfair because they have caused Plaintiff  
14 and the Class substantial injury, which is not outweighed by any countervailing benefits to  
15 consumers or to competition, and which is not an injury the consumers themselves could have  
16 reasonably avoided.

17           46. Defendant's practices, as set forth above, have misled the general public in the  
18 past and will mislead the general public in the future. Consequently, Defendant's practices  
19 constitute an unlawful and unfair business practice within the meaning of the UCL.

20           47. Pursuant to Business and Professions Code § 17204, an action for unfair  
21 competition may be brought by any "person . . . who has suffered injury in fact and has lost  
22 money or property as a result of such unfair competition." Defendant's wrongful representations  
23 and omissions have directly and seriously injured Plaintiff and the Class by enticing them to  
24 deposit monies into a DraftKings daily fantasy account believing that DraftKings would fully or  
25 partially match their deposit dollar for dollar up to \$600, when in fact DraftKings did not.

26           48. The unlawful, unfair, and fraudulent business practices of Defendant are ongoing  
27 and present a continuing threat that members of the public will be misled into depositing money  
28



1 into a DraftKings daily fantasy account believing their deposit would be fully or partially  
2 matched up to \$600.

3 49. Pursuant to the UCL, Plaintiff is entitled to preliminary and permanent injunctive  
4 relief ordering Defendant to cease this unfair competition, as well as disgorgement and  
5 restitution to Plaintiff and the Class of all of Defendant's revenues associated with its unfair  
6 competition, or such portion of those revenues as the Court may find equitable.

7 **SECOND CAUSE OF ACTION**

8 **Business and Profession Code § 17500**

9 **(Violation of the False Advertising Law)**

10 **(By Plaintiff and the Class Against Defendant)**

11 50. Plaintiff hereby incorporates paragraphs 1-49 above as if set forth in full.

12 51. California Business and Professions Code § 17500 provides that "[i]t is unlawful  
13 for any ... corporation ... with intent ... to dispose of ... personal property ... to induce the  
14 public to enter into any obligation relating thereto, to make or disseminate or cause to be made or  
15 disseminated ... from this state before the public in any state, in any newspaper or other  
16 publication, or any advertising device, or by public outcry or proclamation, or in any other  
17 manner or means whatever, including over the Internet, any statement ... which is untrue or  
18 misleading, and which is known, or which by the exercise of reasonable care should be known,  
19 to be untrue or misleading ..."

20 52. Defendant, as described herein, has engaged in material misrepresentations,  
21 concealment, and non-disclosures as part of its marketing and advertising, that was deceptive  
22 and/or misleading in that it objectively misled an average consumer, such as Plaintiff and the  
23 Class, that they would receive a full or partial match immediately after their initial deposit for up  
24 to \$600.

25 53. Plaintiff would not have deposited his money into a DraftKings daily fantasy  
26 account or believed that he would receive a full or partial match immediately after their initial  
27 deposit for up to \$600 but for the representations and omissions by Defendant.



1           54. The misrepresentations by Defendant, as alleged herein, constitutes an unfair,  
2 unlawful, and fraudulent business practice within the meaning of California Business and  
3 Professions Code § 17500.

4           55. In addition, Defendant's use of various forms of marketing to advertise, call  
5 attention to, or give publicity to the sale of goods or merchandise, which are not as represented in  
6 any manner, constitutes unfair competition, unfair deception, untrue or misleading advertising,  
7 and an unlawful business practice within the meaning of California Business and Professions  
8 Code §§ 17200 and 17500.

9           56. As a direct and proximate result of Defendant's misleading advertising, Plaintiff  
10 and the Class have suffered injury in fact and have lost money.

11           57. The failure to inform the true nature of Defendant's promotion scheme to Plaintiff  
12 and the Class presents a continuing threat in that Defendant will continue to engage in these  
13 practices, and will not cease doing so unless and until forced to do so by this Court.  
14 Accordingly, Defendant's conduct will continue to cause irreparable injury to consumers unless  
15 enjoined or restrained.

16           58. Pursuant to Business & Professions Code §§ 17203 and 17535, Plaintiff and the  
17 Class seek an order from this Court enjoining Defendant from continuing to engage, use, or  
18 employ their practice of advertising their full or partial match immediately upon an initial deposit  
19 for up to \$600. Likewise, Plaintiff and the Class seek an order requiring Defendant to fully  
20 disclose such misrepresentations, and additionally request an order awarding Plaintiff and the  
21 Class restitution of the money wrongfully acquired by Defendant through said  
22 misrepresentations.

### 23                               **THIRD CAUSE OF ACTION**

24                               **California Civil Code §1750, et seq.**

25                               **(Violation of the Consumer Legal Remedies Act**

26                               **(By Plaintiff and the Class Against Defendant)**

27           59. Plaintiff hereby incorporates paragraphs 1-58 above as if set forth in full.

1           60.     The Consumer Legal Remedies Act creates a non-exclusive statutory remedy for  
2     unfair methods of competition and unfair acts or business practices. *See Reveles v. Toyota by the*  
3     *Bay*, 57 Cal. App. 4th 1139, 1164 (1997). Its self-declared purpose is to protect consumers  
4     against these unfair business practices and to provide efficient and economical procedures to  
5     secure such protection. *See* Cal. Civil Code § 1760. The CLRA was designed to be liberally  
6     construed and applied in favor of consumers to promote its underlying purposes. *Id.*

7           61.     Plaintiff has standing to pursue this claim, as Plaintiff deposited \$25 and was  
8     promised a \$25 match, but instead was required to deposit more money to earn enough FPPs in  
9     order to realize the "100% Bonus" match of his \$25. If Plaintiff would have known about  
10    Defendant's empty promise, he would have never deposited his \$25, or as much as \$25 into a  
11    DraftKings account.

12          62.     Defendant's wrongful business practices constituted, and constitute, a continuing  
13    course of conduct in violation of the California Consumer Legal Remedies Act since Defendant  
14    represents, and represented, that future players can make an initial deposit and immediately  
15    receive a full or partial match for up to \$600.

16          63.     More specifically, Plaintiff alleges that Defendant have violated paragraphs 5, 7,  
17    and 9 of Civil Code Section 1770(a) by engaging in the unfair and/or deceptive acts and practices  
18    set forth herein. Furthermore, Defendant's unfair and deceptive business practices as described  
19    above were and are intended to and did and do result in an undesirable deposit of monies into a  
20    DraftKings' account by consumers, including Plaintiff and the Class, in violation of the CLRA.  
21    Cal. Civ. Code § 1770 *et seq.*

22          64.     As a result of Defendant's unfair and/or deceptive business practices, Plaintiff and  
23    the Class members have suffered damages and lost money in that they paid for something in  
24    anticipation of receiving an immediate full or partial match of their initial deposit for up to \$600,  
25    but instead were duped by Defendant's misrepresentations. Plaintiff seeks and is entitled to an  
26    order enjoining Defendant from continuing to engage in the unfair and deceptive business  
27    practices alleged herein.

65. Pursuant to Section 1782 of the CLRA, Plaintiff intends to notify Defendant in writing of their particular violations of Section 1770 of the CLRA (the "Notice Letter"). If Defendant fails to comply with Plaintiff's demands within thirty days of receipt of the Notice Letter, pursuant to Section 1782 of the CLRA, Plaintiff will amend this Complaint to further request damages under the CLRA.

#### **FOURTH CAUSE OF ACTION**

##### **Breach of Contract**

##### **(By Plaintiff and the Class Against Defendant)**

66. Plaintiff hereby incorporates paragraphs 1-65 above as if set forth in full.

67. Defendant made an offer to the Plaintiff and the Class, which included, among other things, an immediate full or partial match of an initial deposit for up to \$600.

68. Plaintiff and the Class were induced by Defendant's offer that they would immediately receive a full or partial match on their initial deposit for up to \$600. As a result, Plaintiff and the Class registered for a DraftKings account and made an initial deposit anticipating a full or partial match for up to \$600.

69. Defendant, however, materially breached the contract with the Plaintiff and the Class by not providing the expected full or partial match as offered and agreed to by Plaintiff and the Class with Defendant. Unbeknownst to Plaintiff and the Class, Defendant required extensive additional deposits in order to receive the full or partial match.

70. Defendant's conduct has caused the Plaintiff and the Class damages as a result of Defendant's material breach. Furthermore, Plaintiff and the Class have no way of mitigating such material breach because no opportunities exist to receive a full or partial match unless more money is deposited into a DraftKings account.

71. Moreover, the Defendant's promise to fully or partially match an initial deposit for up to \$600 was material in the decision to deposit the money.

72. Moreover, the Defendant intended to make the Terms of Use unclear and inconspicuous to players like Plaintiff and the Class, who could not have reasonably ascertained

1 the Terms of Use without unwarranted investigation. As a result, Defendant has also violated the  
 2 implied duty of good faith and fair dealing by acting upon unclear and hidden terms, which were  
 3 not ascertainable by any reasonable consumer, including Plaintiff of the Class.

4 73. Moreover, Defendant's Terms of Use and are further unconscionable because  
 5 Plaintiff and the Class lose the ability to negotiate any other terms while simultaneously giving  
 6 up their right to enforce any provision in the Terms of Use because Defendant may change the  
 7 Terms of Use upon its discretion. The Terms of Use agreement is there is unconscionable and a  
 8 further breach of the implied covenant of good faith and fair dealing.

9 74. As a result, Plaintiff and the Class request that a judgment be entered against the  
 10 Defendant for their damages, costs, interest and any other relief this Court deems just and  
 11 reasonable.

#### 12 **FIFTH CAUSE OF ACTION**

##### 13 **Unjust Enrichment**

14 **(By Plaintiff and the Class Against Defendant)**

15 75. Plaintiff hereby incorporates paragraphs 1-74 above as if set forth in full.

16 76. Defendant has benefited and been enriched from their unlawful acts by accepting  
 17 the benefit conferred by Plaintiff and the Class.

18 77. It would be inequitable for Defendant to be permitted to retain any of the gains  
 19 received from the payment of initial deposits by Plaintiff and the Class to participate in  
 20 Defendant's daily fantasy sport contests.

21 78. Furthermore, Defendant's gains occurred at the expense of Plaintiff and the Class  
 22 through payment of an initial deposit to participate in Defendant's daily fantasy sport contests.

23 79. It would be against policy and inequitable to allow Defendant to keep their ill-  
 24 deserved profits.

#### 25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for relief and  
 27 judgment as follows:

1. For preliminary and permanent injunctive relief enjoining Defendant, its agents, servants and employees, and all persons acting in concert with it, from engaging in, and continuing to engage in, the unfair, unlawful and/or fraudulent business practices alleged above and that may yet be discovered in the prosecution of this action;
2. For certification of the putative class;
3. For disgorgement and restitution of all money or property wrongfully obtained by Defendant by means of its herein-alleged unlawful, unfair, and fraudulent business practices;
4. For an accounting by Defendant for any and all profits derived by Defendant from its herein-alleged unlawful, unfair and/or fraudulent conduct and business practices;
5. An award of statutory damages according to proof, except that no damages are currently sought on Plaintiff's Cause of Action regarding the Consumer Legal Remedies Act at this time;
6. An award of general damages according to proof, except that no damages are currently sought on Plaintiff's Cause of Action regarding the Consumer Legal Remedies Act at this time;
7. An award of special damages according to proof, except that no damages are currently sought on Plaintiff's Cause of Action regarding the Consumer Legal Remedies Act at this time;
8. Exemplary damages, except that no damages are currently sought on Plaintiff's Cause of Action regarding the Consumer Legal Remedies Act at this time;
9. For attorneys' fees and expenses pursuant to all applicable laws, including, without limitation, the CLRA and the common law private attorney general doctrine;
10. For costs of suit; and
11. For such other relief as the Court deems just and proper.

Dated: November 10, 2015

**KIRTLAND & PACKARD LLP**

By: 

MICHAEL LOUIS KELLY  
BEHRAM V. PAREKH  
HEATHER BAKER DOBBS

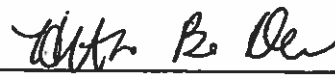
*Attorneys for Plaintiff and all others  
similarly situated*

**Jury Trial Demand**

The Plaintiff, individually and on behalf of the Class hereby demand a trial by jury of all issues that can be tried by a jury.

Dated: November 10, 2015

**KIRTLAND & PACKARD LLP**

By:   
**MICHAEL LOUIS KELLY**  
**BEHRAM V. PAREKH**  
**HEATHER BAKER DOBBS**

*Attorneys for Plaintiff and all others  
similarly situated*

099003.00001 168924

1 I, David Coleman, declare as follows:

2 1. I am a Plaintiff in this action, and am a citizen of the State of California. I have  
3 personal knowledge of the facts herein and, if called as a witness, I could and would testify  
4 competently thereto.

5  
6 2. The Complaint in this action, filed concurrently with this Declaration, is filed in the  
7 proper place for trial under Civil Code Section 1780(d) in that Los Angeles County is a county in  
8 which Defendants are doing business.

9  
10 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
11 true and correct.

12  
13   
14 David Coleman



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Michael Louis Kelly</b> <b>KIRTLAND &amp; PACKARD LLP</b> <b>2041 Rosecrans Avenue</b> <b>Third Floor</b> <b>El Segundo, CA 90245</b> TELEPHONE NO.: (310) 536-1000 FAX NO.: (310) 536-1001 ATTORNEY FOR (Name): <b>Plaintiff and all others similarly situated</b>		FOR COURT USE ONLY  <b>CONFORMED COPY</b> <b>ORIGINAL FILED</b> Superior Court of California County of Los Angeles  <b>NOV 12 2015</b> Sherri R. Gortner, Executive Office/Clerk By: <i>[Signature]</i> , Deputy <b>Ishayla Chambers</b>  <b>BC 6 00 787</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: <b>111 N. Hill Street</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>Los Angeles, CA 90012</b> BRANCH NAME: <b>Central District (Stanley Mosk)</b>		JUDGE:  DEPT:
CASE NAME: <b>DAVID COLEMAN v. DRAFTKINGS INC., et al.</b>		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/PPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PPD/WD (23) <b>Non-P/PPD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/Unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/PPD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties     d. ☒ Large number of witnesses
- b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve     e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☒ Substantial amount of documentary evidence     f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary     b. ☒ nonmonetary; declaratory or injunctive relief     c. ☒ punitive
4. Number of causes of action (specify): **Five**
5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: November 6, 2015

Michael Louis Kelly

(TYPE OR PRINT NAME)

*[Signature]*

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 at seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other P/DPD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other P/DPD/WD

## Non-P/DPD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-P/DPD/WD Tort (35)  
Employment  
Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief from Late Claim  
Other Civil Petition

SHORT TITLE: DAVID COLEMAN v. DRAFTKINGS INC., et al.

CASE NUMBER

BC 6 0 0 7 8 7

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 1.0 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3:

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office
11. Mandatory Filing Location (Hub Case)

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

SHORT TITLE: DAVID COLEMAN v. DRAFTKINGS INC., et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input checked="" type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.



SHORT TITLE: DAVID COLEMAN v. DRAFTKINGS INC., et al.

CASE NUMBER

A Civil Case Cover Sheet Captioning	B Type of Action (Check only one)	C Applicable Reasons See Step A Above
Judicial Review	Asset Forfeiture (05) <input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11) <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02) <input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39) <input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03) <input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10) <input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40) <input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28) <input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30) <input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41) <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
	<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27) <input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21) <input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
	<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
	<input type="checkbox"/> A6190 Election Contest	2.
	<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 4., 8. 2., 9.

LACIV 109 (Rev 3/15)

LASC Approved 03-04

CIVIL CASE COVER SHEET ADDENDUM  
AND STATEMENT OF LOCATION

Local Rule 2.3

Page 3 of 4

SHORT TITLE: DAVID COLEMAN v. DRAFTKINGS INC., et al.

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: 1855 W 166th St
CITY: Gardena	STATE: CA	ZIP CODE: 90247

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd. (a).

Dated: Nov. 5, 2015

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
NOTICE OF CASE ASSIGNMENT – CLASS ACTION CASES**  
Case Number \_\_\_\_\_

BC 6 00 787

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**  
Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3(c)).

ASSIGNED JUDGE	DEPT	ROOM
Judge Elihu M. Berle	323	1707
<input checked="" type="radio"/> Judge William F. Highberger	<input checked="" type="radio"/> 322	1702
Judge John Shepard Wiley, Jr.	311	1408
Judge Kenneth Freeman	310	1412
Judge Jane Johnson	308	1415
Judge Amy D. Hogue	307	1402
OTHER		

**Instructions for handling Class Action Civil Cases**

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

**APPLICATION**

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

**COMPLAINTS:** All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

**CROSS-COMPLAINTS:** Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

**FINAL STATUS CONFERENCE**

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

**SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on NOV 12 2015 SHERRI R. CARTER, Executive Officer/Clerk

LACIV CCW 190 (Rev09/13)  
LASC Approved 05-06  
For Optical Use

By Jshayla Chambers, Deputy Clerk



## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Court's Use Only
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to discuss and consider whether there can be agreement on the following:
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE	CASE NUMBER
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.iasuperiorcourt.org](http://www.iasuperiorcourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ for the complaint, and \_\_\_\_\_ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68816(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

The following parties stipulate:

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

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(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR \_\_\_\_\_)

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(ATTORNEY FOR \_\_\_\_\_)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – DISCOVERY RESOLUTION</b>			CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
  - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
  - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
- 4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
  - 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.280(c).
- 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
  - 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
  - 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.



SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR \_\_\_\_\_)

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(ATTORNEY FOR \_\_\_\_\_)

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(ATTORNEY FOR \_\_\_\_\_)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)			

- This document relates to:
 

☐ Request for Informal Discovery Conference  
☐ Answer to Request for Informal Discovery Conference
- Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
- Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
- For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Court's Use Only
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least \_\_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

INVENTOR:	CASE NUMBER:
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**The following parties stipulate:**

Date:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR \_\_\_\_\_)

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(ATTORNEY FOR \_\_\_\_\_)

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(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER

**KIRTLAND & PACKARD LLP**  
L A W O F F I C E S

HEATHER BAKER DOBBS  
hmb@KirtlandPackard.com

November 19, 2015

**Sent via Certified Return Receipt**

DraftKings Inc.  
225 Franklin St.  
26<sup>th</sup> Floor  
Boston, MA 02110

DraftKings Inc.  
c/o National Registered Agents, Inc.  
160 Greentree Dr. STE 101  
Dover, DE 19904

Re: Notification Pursuant to California Civil Code § 1782 and UCC Notice Requirements

**TO WHOM IT MAY CONCERN:**

Please be advised that this demand letter is meant to comply with the requirements of California Civil Code § 1782 on behalf of David Coleman (referred to as "Plaintiff").

This letter includes a detailed summary of Plaintiff's claims regarding the practices of DraftKings Inc. (also referred to as "Defendant") that Plaintiff alleges are false and misleading and violate the Consumers Legal Remedies Act.

Plaintiff deposited \$25 with Defendant in September 2015 and was promised, based on false and misleading advertising a match of his deposit worth \$25. Plaintiff made this initial deposit while relying on Defendant's deceptive advertisements which guarantee a "100% Bonus" as an incentive for the first time deposit.

The advertisements that enticed Plaintiff were numerous. As part of its "100% Bonus" promotion, Defendant continuously advertised on multiple websites and through numerous television and radio commercials that an initial deposit would lead to a "dollar for dollar" match of the deposit.

Specifically Defendant stated in various advertisements and commercials the following:

02524-00002 169120.01

Reply to Los Angeles Office

LOS ANGELES 2041 Rosecrans Avenue, Third Floor • El Segundo, California 90245 • 310 536 1000 V • 310 536 1001 F  
SAN FRANCISCO 101 California Street, Suite 2450 • San Francisco, California 94111 • 415 946 8946 V • 415 946 8801 F

November 19, 2015  
Page 2

- a. "Promo CAFÉ for 100% up to \$600;"
- b. "100% Bonus up to \$600;"
- c. "Deposit now & get free entry to a paid football Contest! Plus receive a 100% first-time deposit bonus;" and
- d. "Deposit today and DraftKings will match you dollar for dollar"

Defendant's false and misleading advertisements led Plaintiff to believe that Defendant would honor his "dollar for dollar" match bonus when in fact Defendant did not. Defendant deceptively omits and does not adequately disclose that the "100% Bonus" was to be released in increments based on an intricate formula through what Defendant labels as Frequent Player Points (FPPs). FPPs are earned by participants through paid entries into Defendant's fantasy sports contests. The "100% Bonus" is released to participants in increments of \$1 for every 100 FPPs. Under this formula Plaintiff would have to enter into over \$600 worth of fantasy sports contests in order to receive the FPPs needed to receive his "100% Bonus" of \$25. Based on this deceptive practice, Plaintiff and other participants were not able to receive the bonus amounts for which they were entitled; instead they would have to deposit a substantially greater amount of money in order to enter the amount of fantasy sports contests needed to unlock their "100% Bonus".

By making these false and misleading claims, and failing to inform Plaintiff and consumers the truth about the "dollar for dollar" bonus, Defendant has violated, and continues to violate, California's consumer protection laws. Specifically, in addition to violating §§ 17200 and 17500 *et seq.* of the California Business and Professional Code, and various common laws, Defendant has violated, and continues to violate, the Consumer Legal Remedies Act in at least the following aspects:

- a. in violation of California Civil Code § 1770(a)(5), Defendant has represented that initial depositors will receive certain benefits, when in fact they do not;
- b. in violation of California Civil Code § 1770(a)(7), Defendant has represented that an initial deposit is of a particular standard, when actually it is not; and
- c. in violation of California Civil Code § 1770(a)(9), Defendant has advertised initial deposits with the intent not to service them as advertised.

Pursuant to California Civil Code § 1780(a)(2), Plaintiff requests that:

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- I. Defendant immediately cease all false and misleading claims related to bonus advertisements;
- II. Defendant refund to the putative class members who made their initial deposit with Defendant based on the "100%" and "dollar for dollar" bonus advertisements; and
- III. Defendant halts all unlawful practices specifically alleged above.

Pursuant to California Civil Code § 1782, this letter serves as notification of Defendant's alleged violations of § 1770 and Plaintiff's demand for the rectification of such violations on a class-wide basis.

Please be advised that Defendant's failure to respond to Plaintiff's demands within thirty days of receipt of this letter, pursuant to § 1782, may result in the amendment of a class action complaint against DraftKings Inc. to request injunctive relief, actual damages, plus punitive damages, interest and attorneys' fees and costs for the violation of § 1770 *et seq.*, as well as other California consumer protection statutes.

Lastly, this letter is also meant to serve as the notice required under Article II of the UCC, as well as any other notice provisions required by law, relating to the actions described above.

Very truly yours,

KIRTLAND & PACKARD LLP



HEATHER BAKER DOBBS

HMB:PAC